

**ADDITIONAL REQUIRED CONTRACT PROVISIONS
APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM AND LOCAL ACCESS
ROADS CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS**

EQUAL OPPORTUNITY: EMPLOYMENT PRACTICES AND SELECTION OF SUBCONTRACTORS, SUPPLIERS OF MATERIALS, AND LESSORS OF EQUIPMENT

During the performance of this contract, the contractor agrees as follows:

1. Compliance With Regulations: The contractor will comply with the provisions of **23 U.S.C. 324** and with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title **49**, Code of Federal Regulations, Part **21**, herein-after referred to as the regulations), which are herein incorporated by reference and made a part of this contract.

2. Employment Practices:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. The contractor will take ~~affirmative~~ action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, or national origin. Such action shall include, but not be limited to the following: recruitment or recruitment advertising, hiring, firing, upgrading, promotion, demotion, transfer, layoff, ~~termination~~, rates of pay or other forms of compensation or benefits, selection for training or apprenticeship, use of facilities and treatment of employees. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this employment practices clause.

b. The contractor will, in all solicitations or ~~advertisements~~ for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, or national origin.

c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers ~~representative~~ of the contractor's commitments under this employment practices provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

a. The contractor, with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and

leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section **21.5** of the Regulations.

b. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports: The contractor will ~~provide~~ all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Incorporation of Provisions: The contractor will ~~include~~ these additional required contract provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or orders, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract, procurement, or lease as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor, supplier, or lessor as a result of such directed action, the contractor may request the State to enter into such litigation to protect the interest of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

6. Sanctions for Noncompliance: In the event of the contractor's noncompliance with Sections 1 through 5 above, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to.

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination or suspension of the contract in whole or in part.

